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Chapter 11 Trustee

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON**

In re

**AIRCRAFT INVESTOR RESOURCES,
LLC,**

Debtor.

Case No. 09-38458-rld11

KENNETH S. EILER, Trustee,

Plaintiff,

v.

ALFHEIM III, LLC, a Wisconsin limited liability company, **AVIATION HOLDINGS, INC.**, a Delaware corporation, **BLUE SKY AVGROUP, LLC**, a Florida limited liability company, **JOHAN CHARL BRINK**, an individual, **BURK AIRCRAFT, LLC**, a Colorado limited liability company, **REVELS CAYTON**, an individual, **DENALI LEASING CO.**, an Alaska corporation, **ER1, LLC**, a Delaware corporation, **STEVE FINDLEY**, an individual, **HERIN AVIATION, LLC**, a Texas limited liability company, **INDEPENDENT TECHNOLOGIES INC.**, a Nebraska corporation, **DOUGLAS KING**, an individual, **LINDSAY ASSETS, LLC**, an Arizona limited liability company, **PELOTA AVIATION, LLC**, a Florida limited liability

Case No. 10-03002-rld

COMPLAINT

**(Declaratory Relief Pursuant to FRBP
7001(2) and (9))**

Page 1 - COMPLAINT (Declaratory Relief)

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company, **OMAR RATTI**, an individual, **QUICK-TURN TECHNOLOGIES NEVADA, LLC**, a Nevada limited liability company, **RC VENTURES, LLC**, a Delaware limited liability company, **ELOY RENFROW**, an individual, **SCHAEFFER INDUSTRIES**, a California corporation, **FRED E. "RICK" SCHRAMECK**, an individual, **TAM-AIR, INC.**, a Delaware corporation, and **THOMAS P. ZIEGLER**, an individual,

Defendants.

Plaintiff Kenneth S. Eiler, Chapter 11 Trustee for the estate of Aircraft Investor Resources, LLC (the "Trustee"), respectfully states and alleges:

NATURE OF ACTION

1. This is an action brought by the Trustee to determine the validity, priority, and extent of the interest of the estate and the above-captioned defendants in (1) the various leases related to the manufacturing and aircraft storage facility located at 22590 Nelson Road in Bend, Oregon (the "Facility"); and (2) the partially completed "kit" aircraft and related parts and log books in the Facility.

JURISDICTION

2. The Court has jurisdiction over this adversary proceeding generally pursuant to 28 U.S.C. §§ 157 & 1334 and LR 2100.1.

3. Venue is proper pursuant to 28 U.S.C. § 1409.

4. This adversary proceeding relates to the chapter 11 bankruptcy case of *Aircraft Investor Resources, LLC*, Case No. 09-38458-rld11, pending in the United States Bankruptcy Court for the District of Oregon, Portland Division (the "Case").

5. The matter in controversy arises under 28 U.S.C. § 2201(a) and FRBP 7001, specifically subsections (2) and (9). It is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), including the matters described in subsections (A), (B), (C), (E), (K), (M), and (O).

THE PARTIES

PARTIES TO THE FACILITY LEASES

6. Defendant **ER1, LLC**, a Delaware corporation (“ER1”) is a creditor of the Debtor. Based on its corporate registration, ER1’s registered agent is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808. ER1 is owned equally by Nigro, Inc. and Quick-Turn Technologies Nevada, LLC. Besides ER1’s status as Debtor’s lessor and lessee under leases related to the Facility, as described further below, ER1 claims a landlord and/or bailor’s lien in the aircraft stored in the Facility.

7. Defendant **Quick-Turn Technologies Nevada, LLC**, a Nevada limited liability company (“Quick-Turn”) is a creditor of the Debtor. Based on its corporate registration Quick-Turn’s registered agent is Fred E. Schrameck II, 5413 Fountain Palm St., Las Vegas, NV 89130. Mr. Schrameck and his common-law wife, Annette Elder, are registered as managers and members of Quick-Turn, at the address 2121 Redbird Dr., Las Vegas, NV 89134. According to Debtor’s Statement of Financial Affairs, Quick-Turn is a Member of the Debtor, holding a 36.3% share. Upon information and belief, Quick-Turn is listed as a co-lessor/lessee with AIR on all the leases related to the Facility as described further below.

8. Defendant **TAM-AIR, Inc.**, a Delaware corporation (“TAM-AIR”) is a creditor of the Debtor. Based on its corporate registration, TAM-AIR’s registered agent is The Corporation Trust Company, 1209 Orange St., Wilmington, DE 19801. The Debtor owns a 50% share of TAM-AIR. TAM-AIR is a co-lessee under the sub-sub-lease of the Facility, together with AIR and Quick-Turn, as described further below.

PARTIES WITH POTENTIAL INTERESTS IN PERSONAL PROPERTY IN THE FACILITY

9. Defendant **Alfheim III, LLC**, a Wisconsin limited liability company, is a creditor listed on the Debtor’s schedules with the address N90 W20509 Hillview Drive, Monemonee Falls, WI 53051. According to its corporate registration, its registered agent is Rolf Berg at the same address.

10. Defendant **Aviation Holdings, Inc.**, a Delaware corporation, is a creditor of the Debtor. According to its corporate registration, Aviation Holdings Inc.'s registered agent is Corporation Service Company, 2711 Centerville Rd. Ste. 400, Wilmington, DE 19808. Aviation Holdings, Inc. is not listed as a builder on the Debtor's schedules, but rather as a secured creditor. Debtor indicates that it is holding an EPIC LT aircraft (Registration #N370JP; Serial No. 1), which is in a state of disassembly. AIR is registered as the owner of the #N370JP aircraft. According to a UCC filing on April 9, 2008, Aviation Holdings, Inc. is a secured party and has a security interest in the #N370JP Aircraft.

11. Defendant **Blue Sky AvGroup, LLC**, a Florida limited liability company ("Blue Sky"), is a creditor of the Debtor. According to its corporate registration, Blue Sky's registered agent is Richard J. Lucibella, 5011 N. Ocean Blvd., Ste. 5, Ocean Ridge, FL 33435. Blue Sky is listed as a builder on the Debtor's schedules.

12. Defendant **Johan Charl Brink**, is a creditor listed on the Debtor's schedules with the address 112 Uistisig Estate, Nelspruit, Mpumalanga, 1213 South Africa. Mr. Brink is listed as a builder on the Debtor's schedules.

13. Defendant **Burk Aircraft, LLC**, a Colorado limited liability company ("Burk Aircraft"), is a creditor listed on the Debtor's schedules with the address 38246 River Frontage Rd., New Castel, CO 81647. According to its corporate registration, its registered agent is Gerald T. Burk. Burk Aircraft, LLC, is listed as a builder on the Debtor's schedules.

14. Defendant **Revels Cayton**, an individual, is not listed as a builder on the Debtor's schedules but has appeared in the Case as part of the builders group represented by the law firm of Sussman Shank LLP. Upon information and belief, Mr. Cayton resides at 234 Currey Ln., Sausalito, CA 94965.

15. Defendant **Denali Leasing Co.**, an Alaska corporation, is a creditor listed on the Debtor's schedules with the address "c/o Walt Schlotfeldt, 3420 Northshore Dr., Anchorage, AK, 99502." According to its corporate registration, its registered agent is Durrell Law Group, P.C,

1400 W. Benson Blvd. #370, Anchorage, AK 99503, and its principal office address is 18314 80th Place South, Kent, WA 98032. Denali Leasing Co. is listed as a builder on the Debtor's schedules.

16. Defendant **Steve Findley**, an individual, is a creditor listed on the Debtor's schedules with the address 1000 Fesco Ave, Alice, TX 78332. Mr. Findley is listed as a builder on the Debtor's schedules.

17. Defendant **Herin Aviation, LLC**, a Texas limited liability company, is a creditor listed on the Debtor's schedules with the address 918 Navigation, Corpus Christi, TX 78408. According to its corporate registration, its registered agent is Robert C. Pate, 802 N. Carancahua, Suite 1350, Corpus Christi, TX 78470-0165. Herin Aviation, LLC is listed as a builder on the Debtor's schedules.

18. Defendant **Independent Technologies Inc.**, a Nebraska corporation dba Independent Technologies, Inc. as a foreign corporation in Minnesota, is a creditor listed on the Debtor's schedules with the address "c/o Daryl Ingalsbe, 9201 North Shore Dr., Spicer, MN 56288." According to its corporate registration, its registered agent is Daryl Ingalsbe, 26 1st Ave. SE, New London, MN, 56273. Independent Technologies, Inc. is listed as a builder on the Debtor's schedules.

19. Defendant **Douglas King**, an individual, is a creditor listed on the Debtor's schedules with the address 4454 Kenai Ct., Santa Maria, CA 93455. Mr. King is listed as a builder on the Debtor's schedules.

20. Defendant **Lindsay Assets, LLC**, an Arizona limited liability company, is a creditor listed on the Debtor's schedules with the address 334 Bird Falls Rd., Bryson City, NC 28713. According to its corporate registration, Lindsay Assets, LLC's registered agent is Michael Lindsay, 7449 E. Fair Meadow Loop, Tucson, AZ 85756. Lindsay Assets, LLC is listed as a builder on the Debtor's schedules.

21. Defendant **Pelota Aviation, LLC**, a Florida limited liability company, is a creditor listed on the Debtor's schedules with the address 3672 Richmond St., Jacksonville, FL 33435. According to its corporate registration, its registered agent is Thomas E. Gibbs, Esq., 50 N. Laura St., Ste. 2800, Jacksonville, FL 32202. Pelota Aviation, LLC is listed as a builder on the Debtor's schedules.

22. Defendant **Omar Ratti**, an individual, is a creditor listed on the Debtor's schedules with the address Av Urquiza 6152, Posadas, Misiones 3300, Argentina. Mr. Ratti is listed as a builder on the Debtor's schedules.

23. Defendant **RC Ventures, LLC**, a Delaware limited liability company, is a creditor listed on the Debtor's schedules with the address 234 Currey Ln., Sausalito, CA 94965. According to its corporate registration, its registered agent is Chip Romano, 117 Salem Church Rd., Newark, DE 19713. Upon information and belief, defendant Revels Cayton is a principal of RC Ventures, LLC. RC Ventures, LLC is listed as a builder on the Debtor's schedules.

24. Defendant **Eloy Renfrow**, an individual, is not scheduled as a creditor. Mr. Renfrow has a registered mailing address of PO Box 1188, Santa Maria, CA 93456, pursuant to an unrelated FAA aircraft registration. Mr. Renfrow is not listed on the Debtor's schedules as a builder, but upon information and belief, may claim an interest in a partially-built "Escape" aircraft in the Facility.

25. Defendant **Schaeffer Industries**, a California corporation, is a creditor listed on the Debtor's schedules with the address 3030 Dulles Dr., Mira Loma, CA 91752. According to its corporate registration, Schaeffer Industries's registered agent is Brian D. Huben, 2029 Century Park E., Ste. 2600, Los Angeles, CA 90067. Schaeffer Industries is not listed on the Debtor's schedules as a builder but based on information of the Debtor, it may have an interest in an aircraft in the Facility.

26. Defendant **Fred E. "Rick" Schrameck**, an individual ("Mr. Schrameck"), resides at 2121 Redbird Dr., Las Vegas, NV 89134. Mr. Schrameck served as CEO of the Debtor and is

a member and manager of Quick-Turn. Upon information and belief, Mr. Schrameck and Eloy Renfrow may claim an interest in a partially-built “Escape” aircraft in the Facility.

27. Defendant **Thomas P. Ziegler**, an individual, is a creditor listed on the Debtor’s schedules with the address 113 Abby Rd., Hailey, ID 83333. Mr. Ziegler is listed as a builder on the Debtor’s schedules.

BACKGROUND

28. On September 10, 2009 (the “Petition Date”), the Debtor commenced a voluntary case under Chapter 11 of the Bankruptcy Code.

29. On October 27, 2009, the Court entered an order granting the motions to appoint trustee filed by creditors Blue Sky Avgroup, LLC and Douglas King, *et al.* On the same day, the Court entered the order approving the appointment of Kenneth S. Eiler as the Chapter 11 trustee.

30. The Debtor operated the aircraft-manufacturing Facility located at 22590 Nelson Road, Bend, Oregon, which also served as its headquarters.

31. The Debtor’s primary business was to design and sell experimental “kit” aircraft to builders. The builders would enter into an Airframe Purchase Agreement, such as Exhibit A of the Declaration of Richard J. Lucibella filed on October 20, 2009 (Doc. 66-1), and other related agreements, and, over time, would proceed to build their own aircraft in the Facility with the oversight and assistance of Debtor and its affiliates.

32. The Debtor was party to at least three leases related to the Facility (collectively, the “Leases”) as follows:

- a. the “Standard Airport Ground Lease” dated as October 7, 2004 (the “Ground Lease”) between the lessor City of Bend (the “City”) and the Debtor and Quick-Turn as co-lessees;¹

¹ A copy is attached to the Declaration of Edward Nigro filed November 9, 2009 (Doc. 126) (“Nigro Decl.”) as Exhibit 1 and a more complete but unauthenticated version is attached as Exhibit 1 to the Motion to Reject Ground Lease and Sublease Thereunder filed October 20, 2009 (Doc. 67).

- b. the “Sub-Lease to Standard Airport Ground Lease” dated January 17, 2005 (the “Sub-Lease”) between the Debtor and Quick-Turn as co-lessors and ER1 as lessee;² and
- c. the sublease of the Sub-Lease entitled “Property Improvement Lease” dated January 17, 2005 (the “Sub-Sub-Lease”) between ER1 as lessor and Quick-Turn, Debtor, and TAM-AIR as co-lessees.³

33. On November 9, 2009, ER1 filed two motions from relief from stay in regards to (a) the personal property in the Facility and (b) the Sub-Sub-Lease, captioned as follows:

- a. Motion Of ER1, LLC To Terminate The Automatic Stay And Grant Relief From Stay Of The Order Pursuant To Fed. R. Bankr. P. 4001(a)(3) (Doc. 125) (the “Aircraft Motion”).
- b. Motion Of ER1, LLC: (1) To Terminate The Automatic Stay And Grant Relief From Stay Of The Order Pursuant To Fed. R. Bankr. P. 4001(a)(3); Or In The Alternative (2) To Compel Rejection Of Alleged Unexpired Lease; And (3) To Compel Timely Payment Of Rent And Related Obligations Pursuant To 11 USC § 365(d)(3) (Doc. 126) (the “Sub-Sub-Lease Motion”).

34. In response, a coalition of builders represented by Sussman Shank (the “Builders Coalition”), among other parties, filed objections to the Aircraft Motion and the Sub-Sub-Lease Motion, arguing that the Sub-Sub-Lease was not a true lease or, in the alternative, that the Debtor had various claims, described further below, against ER1 under the Sub-Lease and Sub-Sub-Lease.

² A copy is attached to the Supplemental Declaration of Edward Nigro signed December 18, 2009 (Doc. 157) (“Suppl. Nigro Decl.”) as Exhibit 1-A.

³ A copy is attached to the Suppl. Nigro Decl. as pages 12-35 of Exhibit 1-A.

35. On December 7, 2009, the Court heard the Aircraft Motion and the Sub-Sub-Lease Motion and announced oral findings and conclusions of law on the record and denied both. *See Court's Minutes of Hearing* (Doc. 150). The Court denied ER1's Sub-Sub-Lease Motion without prejudice and set December 18, 2009 as the deadline for ER1 to file a Section 365(d)(3) motion. The hearing is scheduled for January 25, 2010. The Court indicated that, at the hearing, the Court would be addressing the amount due to ER1 under the Sub-Sub-Lease, but not the allegations raised by the Builders Coalition regarding the validity and effect of the lease.

CLAIM FOR RELIEF

Declaratory Judgment

COUNT I

Declaratory Judgment as to Interests and Obligations Under Leases

36. The Trustee restates and incorporates the allegations of paragraphs 1 through 35 above.

37. ER1 alleges as follows:

- a. AIR and Quick-Turn lease the Facility from the City of Bend pursuant to the Ground Lease;
- b. AIR and Quick-Turn lease their rights in the Facility to ER1 pursuant to the Sub-Lease;
- c. ER1 leases the Facility to Quick-Turn, AIR, and TAM-AIR pursuant to the Sub-Sub-Lease;
- d. The Leases are all true leases of nonresidential real property;
- e. ER1 has terminated the Sub-Sub-Lease and has retaken possession of the Facility;
- f. ER1 has a security interest in all property owned by the Debtor, Quick Turn, and TAM located within the Property pursuant to ORS 87.162;

- g. Landlord currently has a mortgage on the Property in the amount of approximately \$3,400,000, which is paid by Landlord in monthly installments;
 - h. The Sub-Sub-Lease was terminated pre-petition and must be immediately paid pursuant to Section 365(d)(3) of the Bankruptcy Code; and
 - i. To the extent the Court determines that the Lease has not been terminated, the Sub-Sub-Lease must be assumed or rejected by the Trustee pursuant to Section 365(d)(4).
38. In contrast, the Builders Coalition alleges:
- a. “[The Sub-Lease and Sub-Sub-Lease] appear to pieces of a disguised financing transaction, rather than true “leases.” The purpose of this transaction was to finance the construction of the Facility in which the Debtor operated. In substance, ER1 is not a “landlord” but an unsecured creditor that may have extended financing to the Debtor to construct the Facility.”⁴ See Doc. 140, ¶ 2.
 - b. “The Certain Creditors admit that Nigro purports to be the current manager of ER1, but contend ER1 is currently controlled in part by Schrameck and Quick-Turn, its 50% owner..... Schrameck was the manager or at least remained substantially involved in all management decisions of ER1 at least until ER1 purported to have terminated Debtor’s rights to possess the Facility.” See Doc. 141, ¶ A, No. 1.
 - c. “The Certain Creditors deny that ER1 is the “owner” of the Facility. The City of Bend is the owner of the property on which the Facility is located

⁴ The Builders Coalition cites *United Airlines, Inc. v. HSBC Bank USA, N.A.*, 416 F3d 609, 617 (7th Cir 2005) (where airline leased terminal facility at an airport, then subleased it to a state authority which provided financing for improvements, which then sub-subleased the facility back to the airline, court held the sublease and leaseback transaction was not a true lease subject to assumption or rejection under 11 USC § 365).

and is the lessor under the Ground Lease to the Debtor and Quick-Turn. The Ground Lease is the only true lease affecting the property and the Facility. The Ground Lease has not been terminated and the Debtor's rights in that lease are protected by the automatic stay. The Ground Lease expressly prohibits the lessees from making any transfer or assignment or encumbering the property without the City's prior written consent "in each instance." *See* Ground Lease § 9.1. Moreover, the Ground Lease expressly requires the lessees thereunder to construct an aircraft facility on the property and to provide 240 "family wage jobs." *See* Ground Lease § 4.1.2 & Attachment D. The City of Bend consented to a Sublease of the Ground Lease to ER1. *See* Ground Lease, Attachment E. The City's consent also contemplated ER1 entering into a sub-sublease. On January 17, 2005, Quick-Turn and the Debtor executed the Sublease to ER1 and ER1 executed the Sub-Sublease back to Debtor, Quick-Turn, and Tam-Air. The Certain Creditors contend these documents not true leases but transactions to finance the construction of the Facility required by the Ground Lease." *See* Doc. 141, ¶ A, Nos. 4 and 5.

- d. "ER1 (under Schrameck's control) improperly collected excessive payments – amounting to hundreds of thousands of dollars – from the Debtor (also under Schrameck's control). ER1 also extracted \$611,000 from the Debtor for "tenant improvements." (*See* Addendum to Sub-Sublease)." *See* Doc. 141, ¶ A(e).
- e. "The Certain Creditors deny there was a valid "termination" or breach of the Sub-Sublease and contend that any "termination" was collusive between Schrameck, Quick-Turn, Edward Nigro, and ER1." *See* Doc. 141, ¶ A, No. 10.

- f. “The Certain Creditors further deny that the Debtor breached the Sub-Sublease, given that ER1 never sought to compel the Debtor’s co-tenants (which were owned or controlled by Schrameck) to make the payments called for under the Sub-Sublease.” *See* Doc. 141, ¶ A, No. 10.
- g. “[T]he Certain Creditors contend that ER1 was itself in default of its payment obligations under the Sublease to the Debtor, and such payments may offset any deficiencies of the Debtor under the Sub-Sublease.” *See* Doc. 141, ¶ A, No. 10.

39. The Trustee requires resolution of the validity, priority, and extent of the Leases by declaratory judgment.

40. Therefore, the Trustee requests a judgment by the Court, after considering the evidence presented by the parties, declaring the validity, priority, and extent of the parties’ respective interests, if any, in the Sub-Lease and Sub-Sub-Lease, including whether the Sub-Lease and Sub-Sub-Lease are true leases, whether they terminated pre-petition, and what obligations, if any, are due thereunder.

COUNT II

Declaratory Judgment as to Aircraft, Parts, and Log Books

41. The Trustee restates and incorporates the allegations of paragraphs 1 through 40 above.

42. The Trustee understands that various parties, including but not limited to the builders who make up the Builders Coalition, claim ownership in certain partially completed aircraft built by the Debtor in the Facility. The Trustee understands that certain parts are contained in and around each aircraft carcass that may also belong to a builder, and that some parts contained within or around an aircraft may not actually be owned by that aircraft’s owner. *See, e.g.*, Third Amended Complaint of Blue Sky Avgroup, LLC filed in US District Court for

the District of Oregon, Case No. 3:09CV-628-AC, attached as Exhibit D to the Declaration of Richard J. Lucibella (Doc. 66-1 and 66-2) (alleging, *inter alia*, that plaintiff-builder Blue Sky paid for a Pratt Whitney PT6-67A aircraft engine that may be presently installed in another aircraft). Each builder also has a log book stored in the Facility to track the completion of the aircraft for FAA certification purposes.

43. The Debtor's bankruptcy schedules, including amendments, list the following parties as the builders/owners of so-called "LT" aircraft:

- **Alfheim III, LLC**
- **BlueSky Av Group, LLC**
- **Burk Aircraft, LLC**
- **Danali Leasing Co., c/o Walt Schlotfeldt**
- **Douglas King**
- **Herin Aviation, LLC**
- **Independent Technologies Inc, c/o Daryl Ingalsbe**
- **Johan Charl Brink**
- **Lindsay Assets, LLC**
- **Omar Ratti**
- **Pelota Aviation, LLC**
- **RC Ventures, LLC**
- **Schaeffer Industries**
- **Steve Findley**
- **Thomas P. Ziegler**

44. Based on information of the Debtor, the Trustee believes that the following "LT" aircraft (including parts in the immediate vicinity of the respective aircraft and other aircraft parts and logs in the Facility that are labeled with the owner's name or aircraft serial number) are currently owned not by AIR but by the following individuals/entities:

<u>Owner</u>	<u>LT Serial No.</u>	<u>FAA Registration No.</u>	<u>Notes</u>
Johan Charl Brink	24		
BlueSky Av Group, LLC	30	N5Z	
Douglas King	31	N850DV	
Lindsay Assets, LLC	32	N397MY	
Omar Ratti	33	LV-X372	
Pelota Aviation, LLC	34	N35Z	Aircraft, parts, and log may be identified as "Billy Ball"
Alfheim III, LLC	35		Aircraft, parts, and log may be identified as "Berg"
Thomas P. Ziegler	36		
Schaeffer Industries	37		
Burk Aircraft, LLC	38	N44GB	
Herin Aviation, LLC	39		
R C Ventures, LLC	40	N933RC	Aircraft, parts, and log may be identified as "Revels Cayton"
Danali Leasing Co., c/o Walt Schlotfeldt	41		

45. In addition, based on information of the Debtor, an "Escape" aircraft (the "Renfrow Escape") is under construction in the Facility pursuant to a joint venture agreement between Rick Schrameck and Eloy Renfrow. The Trustee has been informed but has not confirmed that Mr. Schrameck has sold and/or abandoned his interest in the partially completed Renfrow Escape to Mr. Renfrow. Upon information and belief, the Renfrow Escape is presently housed in the Facility in the assembly fixtures by the paint booth. The Trustee believes that the Renfrow Escape (including parts in the immediate vicinity of the Renfrow Escape and other aircraft parts and logs in the Facility that are labeled with the owner's name or aircraft serial number) is currently owned not by AIR but by Mr. Renfrow and/or Mr. Schrameck.

46. Based on information of the Debtor, although the following parties are listed in the bankruptcy schedules as "builders," the following parties have removed their plane and related parts and log from the Facility and no longer have an interest in any personal property currently held in the Facility:

- **Steve Findley** and, although not listed on the schedules, Bill Acker (Serial No. 28; FAA Reg. No. N491WF, registered to “Fesco Holdings Inc.”); and
- **Independent Technologies Inc.** c/o Daryl Ingalsbe (Serial No. 29; FAA Reg. No. N669WR)

47. To determine what property in the Facility belongs to the Debtor and to properly and efficiently relinquish possession of the aircraft remaining in the Facility, the Trustee respectfully requests a judgment declaring the validity, priority, and extent of the parties’ respective interests, if any, as to the aircraft, related aircraft parts, and log books in the Facility.

PRAYER FOR RELIEF

WHEREFORE, the Trustee requests judgment as follows:

- A. An order declaring the nature, validity, and extent of the parties’ rights in the Leases and the Facility, including ownership and leasehold interests;
- B. An order declaring the nature, validity, and extent of the parties’ rights in the aircraft, any related parts, and the log books presently held in the Facility; and
- C. Other legal and equitable relief as may be just and proper.

DATED this 5th day of January, 2010.

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